



**BID NO.: IB8516-5/13**

**OPENING: 2:00 P.M.**

**Friday**

**October 19<sup>th</sup>, 2007**

**MIAMI-DADE COUNTY, FLORIDA**

**I N V I T A T I O N  
T O B I D**

**TITLE: BAR CODE GUN SCANNERS, INSTALLATION,  
MAINTENANCE AND SUPPORT**

**FOR A PERIOD OF TWELVE (12) MONTHS WITH THE COUNTY'S OPTION TO  
RENEW FOR FIVE (5) YEARS ON A YEAR-TO-YEAR BASIS**

**THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:**

<b>BID DEPOSIT AND PERFORMANCE BOND:</b>	N/A
<b>CATALOGUE AND LISTS:</b>	N/A
<b>CERTIFICATE OF COMPETENCY:</b>	N/A
<b>EQUIPMENT LIST:</b>	N/A
<b>EXPEDITED PURCHASING PROGRAM (EPP)</b>	N/A
<b>INDEMNIFICATION/INSURANCE:</b>	Section 2, 2.11
<b>LIVING WAGE:</b>	N/A
<b>PRE-BID CONFERENCE/WALK-THRU:</b>	N/A
<b>SMALL BUSINESS ENTERPRISE MEASURE:</b>	Section 2, 2.2
<b>SAMPLES/INFORMATION SHEETS:</b>	SECTION 2, 2.23, 2.9
<b>SECTION 3 – MDHA:</b>	N/A
<b>SITE VISIT/AFFIDAVIT:</b>	Afidavit
<b>USER ACCESS PROGRAM:</b>	Section 2, 2.21
<b>WRITTEN WARRANTY:</b>	Section 2, 2.19

**FOR INFORMATION CONTACT:**

**Leida Altman Carrillo at 305-375-1084, or at [lcarril@miamidade.gov](mailto:lcarril@miamidade.gov)**

**MIAMI-DADE COUNTY  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
TECHNICAL SERVICES DIVISION**

**IMPORTANT NOTICE TO BIDDERS:**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE OF  
SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR  
LOCAL PREFERENCE**

**FAILURE TO SIGN SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR BID NON-  
RESPONSIVE**

**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: IB8516-5/13**

**BAR CODE GUN SCANNERS, INSTALLATION, MAINTENANCE AND SUPPORT**

**Sr. Procurement Biding Agent: Leida Altman Carrillo**

**Bids will be accepted until 2:00 p.m. on October 19<sup>th</sup>, 2007.**

**Bids will be publicly opened.** The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be one original of Bid Submittal, Affidavits and plus any attachments and three copies of the Bid Submittal, Affidavits and plus any attachments. Failure to comply with this requirement may result in your Bid not being considered for award.

**All Bids must be submitted** in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

**NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID SUBMITTAL FORM IN WILL RENDER YOUR BID NON-RESPONSIVE.**

**THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

## SECTION 1 GENERAL TERMS AND CONDITIONS

### 1.1. DEFINITIONS

**Bid** – shall refer to any offer(s) submitted in response to this solicitation.  
**Bidder** – shall refer to anyone submitting a Bid in response to this solicitation.

**Bid Solicitation** – shall mean this solicitation documentation, including any and all addenda.

**Bid Submittal Form** – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

**County** – shall refer to Miami-Dade County, Florida

**DPM** – shall refer to Miami-Dade County's Department of Procurement Management, Bids and Contracts Division.

**Enrolled Vendor – EFFECTIVE JULY 8, 2002**, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. EFFECTIVE JULY 1, 2002, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".

### 1.2. INSTRUCTIONS TO BIDDERS

#### A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1<sup>st</sup> Street, 19<sup>th</sup> Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

#### B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Bids and Contracts Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave – Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

#### C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbce@miamidade.gov](mailto:clerkbce@miamidade.gov).
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions

## SECTION 1 GENERAL TERMS AND CONDITIONS

or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

### **E. Contents of Bid Solicitation and Bidders' Responsibilities**

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

### **F. Change or Withdrawal of Bids**

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

### **G. Conflicts Within The Bid Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

### **H. Prompt Payment Terms**

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall

be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

### **1.3. PREPARATION OF BIDS**

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Please be advised that the County, in exercise of its discretion, may not accept bids and/or proposals received after the scheduled time and date. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the Bidder/Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. Mail, or caused by any other occurrence.

### **1.4. CANCELLATION OF BID SOLICITATION**

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

### **1.5. AWARD OF BID SOLICITATION**

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration

## SECTION 1 GENERAL TERMS AND CONDITIONS

Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.

- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Bids and Contracts Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

### 1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

### 1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

### 1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

### 1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

### 1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that

preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
  - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
  - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
  - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2006. Therefore, a vendor which meets the requirements of (1) and (2) above for Broward County shall be considered a local business pursuant to this Section.

### 1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

### 1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

In the event a Bidder wishes to protest any part of the General



**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

- C. For award recommendations greater than \$100,000 the following shall apply:  
When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.
- D. For award recommendations from \$25,000 to \$100,000 the following shall apply:  
Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

**1.13. RULES, REGULATIONS AND LICENSES**

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

**1.14. PACKAGING**

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

**1.15. SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

**1.16. ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

**1.17. DELIVERY**

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

**1.18. RESPONSIBILITY AS EMPLOYER**

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

**1.19. INDEMNIFICATION**

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**1.20. COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

**1.21. MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

**1.22. TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**1.23. TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

**1.24. FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts

## SECTION 1 GENERAL TERMS AND CONDITIONS

with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### 1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

### 1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

### 1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

### 1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

### 1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;

4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

### 1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

### 1.31 LOBBYIST CONTINGENCY FEES

**A.** In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

**B.** A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

### 1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

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**2.1 PURPOSE:**

The purpose of this solicitation is to establish a bid for the Miami-Dade Public Works Department for the acquisition of DataNet barcode scanners, accessories, required warranties, software, training, maintenance and support. The awarded vendor must be an authorized DATANET dealer or bidder must provide the equivalent equipment, required warranties, training and maintenance as outlined in Section 3.

**2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS \$50,000 AND LESS (Bid Preference)**

A bid preference for Micro Business Enterprise (Micro/SBE) applies to this solicitation.

A 10% bid preference shall apply to contracts less than \$50,000. A Micro/SBE Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access [www.miamidade.gov/dbd](http://www.miamidade.gov/dbd).

The Micro/SBE Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

**2.3 PRE-BID CONFERENCE: - INTENTIONALLY OMITTED**

**2.4 TERM OF BID: TWELVE (12) MONTHS**

This bid shall commence on the first calendar day of the month succeeding approval of the bid by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The bid shall expire on the last day of the twelve month period.

**2.5 OPTION TO RENEW: Five (5) ADDITIONAL YEARS (With Manufacturers Price Adjustment)**

The initial bid prices resultant from this solicitation shall prevail for one (1) year period from the bid's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this bid for an additional five (5) year period on a year-to-year basis awarded at the County's sole discretion. Prior to completion of each exercised bid term, the County will consider adjustment to price based on the Manufacturers Price Increase (Manufacturers Invoice Indications Price Increase) to be supplied upon request on Renewal Year(s) only.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current bid term. The vendor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the vendor, the County will



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assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

Continuation of the bid beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County's right to exercise the option period, the County will consider the vendor in default which decision shall affect that vendor's eligibility for future bids.

**NOTE: IF MULTIPLE VENDORS ARE INVOLVED UNDER A GIVEN BID, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC VENDOR.**

**2.6 METHOD OF AWARD: TO A SINGLE LOWEST PRICED VENDOR IN THE AGGREGATE**

Award of this bid will be made to the responsive, responsible vendor who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer will be rejected. The County will award the total bid to a single vendor.

**2.7 PRICES SHALL BE FIXED AND FIRM FOR THE INITIAL TERM OF CONTRACT(With Manufacturers Price Adjustment Prior to bid terms):**

Prices shall remain firm and fixed for the initial term of the Contract.

Prior to completion of each exercised bid term, the County will consider adjustment to price based on the Manufacturers Price Increase (Manufacturers Invoice Indications Price Increase) to be supplied upon request on Renewal Year(s) only.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current bid term. The vendor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

However, the Bidder may offer incentive discounts to the County at any time during the Bid term, including any renewal or extension thereof.

**2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT: INTENTIONALLY OMITTED**

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**2.9 “EQUAL” PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA**

The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid/Proposal Submission Form.

This specific solicitation requires submission of the following documentation to enable County evaluation of “equal” products:

- \_\_\_\_\_ : **Product Information Sheets**
- \_\_\_\_\_ : **Product Samples Upon Specific Request**
- \_\_\_\_\_ : **Performance Test Results**

If an “equal” product may be considered by the County in accordance with the Bid/Proposal Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an “or equal” item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal.. Also for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all “or equal” items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

For “equal” products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each “or equal” item offered. Failure to meet this requirement may result in your offer being rejected.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the

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### **SPECIAL CONDITIONS**

County's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

#### **2.10 LIQUIDATED DAMAGES: INTENTIONALLY OMITTED**

#### **2.11 INDEMNIFICATION AND INSURANCE**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or sub-bidders. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

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or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE: DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.**

**CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 1300  
MIAMI, FL 33128**

**Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.**

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Invitation To Bid, the Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Bidder fails to submit the required insurance documents in the manner prescribed in this Invitation To Bid within twenty (20) calendar days after Board of Commission approval, the Bidder shall be in default of the bidual terms and conditions and shall not be awarded the bid. Under such circumstances, the Bidder may be prohibited from submitting future Proposal to the County in accordance with Section 1.6 of the General Terms and Conditions.

**The Bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the bidual period; including any and all option years that may be granted to the Bidder in accordance with Section 2.5 of the Special Conditions. If insurance certificates are scheduled to expire during the bidual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the bidual period, the County shall suspend the bid until such time as the new or renewed certificates are received by the County in the manner prescribed in the Invitation To Bid; provided, however, that this suspended period does not exceed**

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thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this bid for cause and seek re-procurement damages from the Bidder in accordance with Section 1.0, paragraph 1.10B of the General Terms and Conditions.

**2.12 BID GUARANTY: INTENTIONALLY OMITTED**

**2.13 PERFORMANCE BOND: INTENTIONALLY OMITTED**

**2.14 CERTIFICATIONS: INTENTIONALLY OMITTED**

**2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES**

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the bid between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Bid:



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- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

- Failure to submit invoices in the prescribed manner will delay payment.

**2.16 SHIPPING TERMS: F.O.B. DESTINATION**

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at the Miami-Dade Department of Technology Services Division, 111 NW 1<sup>st</sup> Street, Miami, FL 33128, Suite 1600.

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered.

**2.17 DELIVERY REQUIREMENTS: INTENTIONALLY OMITTED**

**2.18 BACK ORDER ALLOWANCE: BACK ORDERS MUST BE FILLED WITHIN FIFTEEN (15) CALENDAR DAYS**

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor; the vendor shall insure that such back orders are filled within Fifteen (15) calendar days from the initial scheduled delivery date for the item. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this bid for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the bid for default.

**2.19 WARRANTY REQUIREMENTS: WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM**

- A. Type of Warranty Coverage Required

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The vendor shall provide a copy of its written warranty certificates with its initial offer, or upon request from the County. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the vendor shall remain in force for the full period identified by the vendor; regardless of whether the vendor is under bid with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

**B. Correcting Defects Covered Under Warranty**

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within five (5) calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its bid, and/or (b) procure the products or services from another source and charge the vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

**2.20 CONTACT PERSONS:**

For any additional information regarding the terms and conditions of this solicitation and resultant bid, Contact: Leida Altman Carrillo, Sr. Procurement Biding Agent via email at [lcarril@miamidadade.gov](mailto:lcarril@miamidadade.gov).

Please be sure to include a copy to the clerk of the board, [clerkBCC@miamidadade.gov](mailto:clerkBCC@miamidadade.gov) due to A O 3-27 the Cone of Silence ordinance prohibits oral communication regarding a bid during the period the Cone is in effect.

**2.21 UAP  
**User Access Fee****

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this bid is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this bid, or any bid resulting from this solicitation and the utilization of the County bid price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all bid usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this bid shall invoice the bid price and shall accept as payment thereof the bid price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

**Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or

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receive Miami-Dade County bid pricing and terms and conditions. The County will provide to approve entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

#### **Vendor Compliance**

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this bid solicitation and the resulting bid.

#### **2.22 ACCEPTANCE OF PRODUCT BY THE COUNTY**

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the bid, in full compliance with the specifications and requirements set forth in this bid. If a vendor-provided product is determined to not meet the specifications and requirements of this bid, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

#### **2.23 SAMPLES MAY BE REQUIRED DURING EVALUATION**

After the County opens the Bid Proposals, the bidders may be required to submit a sample for the goods to be supplied for evaluation by, and at no cost to the County. If samples are required, the County will notify the bidder of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the bidder's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the bidder's proposal for that item(s); provided however, that in the event of a group or aggregate award, the bidder's proposal will not be eligible for that group or in the aggregate as applicable. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples to the State of Florida's Department of General Services, Division of

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Purchasing, Bureau of Standards Laboratory or any other certifiable laboratory for analysis. Any costs for testing shall be borne by bidder. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the bidder during the bid period shall conform to the sample submitted. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the bid.

**2.24 DAMAGED GOODS WHEN SHIPPING IS PROVIDED BY VENDOR:**

The vendor shall be responsible for filing, processing, and collecting all damage claims against the shipper.

**2.25 DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION**

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered equipment to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation.

If a demonstration is required, the County will notify the vendor and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer.

**2.26 EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE**

The equipment being offered by the vendor shall be the most recent model available. Demonstrator models will not be accepted. The unit shall conform to all applicable OSHA, State, and Federal safety requirements. The engineering, materials, and workmanship associated with effort performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

**2.27 FURNISH AND INSTALL REQUIREMENTS**

The specifications in Section 3 describe the various functions and classes of work required as necessary for the completion of the project.

**2.28 INFORMATION SHEETS SHOULD BE SUBMITTED FOR EACH ITEM OFFERED**

The offer should be accompanied with one (1) set of factory information sheets (specifications, brochures, etc.) for each item offered by the vendor.

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**2.29 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR**

All labor, material and equipment necessary for satisfactory bid performance. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**2.30 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The vendor hereby acknowledges and agrees that all materials supplied by the vendor in conjunction with this solicitation and resultant bid shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the bid cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

**2.31 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:**

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this bid. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the bid, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary bid vendor, another bid vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

**2.32 REVIEWING DELIVERABLES**

The Bidder agrees to submit all Deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in Section 3. The Bidder understands that the County shall have final approval on all Deliverables.

In reviewing the Deliverables, the Bidder understands that the County will provide the Bidder with:

- i. a written notification of the County's approval,
- ii. a written notification that each Deliverable is approved subject to the Bidder providing prompt correction of a minor deficiency, or,
- iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the



**SECTION 2**  
**SPECIAL CONDITIONS**

- iv. Bidder of the basis on which the Deliverable was determined to be unacceptable.

The Bidder understands that failure by the County to provide a notice of approval does not constitute approval.

Furthermore:

- a) For each Deliverable made hereunder, the County shall have thirty (30) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Bidder of minor discrepancies, or whether it is unacceptable and therefore disapproved.
- b) Unless an extension of time has been granted by the County pursuant to Article 38 "Extension of Time", within five business days after receipt of the County's notification of "disapproval", the Bidder shall deliver to the County the necessary revisions and/or modifications for a second review by the County.
- d) The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Bidder must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

**2.33 EQUIPMENT WARRANTY**

- a) The Bidder warrants, for a period of one (1) year from the County's Final System Acceptance, that any Equipment, Hardware and related Software provided by the Bidder shall:
  - (i) Be free from defects in material and workmanship under normal use and remain in good working order, wear and tear excepted;
  - (ii) Function properly and in conformity with the warranties in this Agreement;
  - (iii) Meet the performance standards set forth in the Scope of Work and the

**SECTION 2**  
**SPECIAL CONDITIONS**

Original Equipment Manufacture's published specifications.

- b) During the Warranty Period, Bidder agrees to use all reasonable efforts and resources to provide to the County all corrections and/or modifications necessary to correct problems with the Hardware or Equipment provided by the Bidder that are reported to Bidder, at no additional cost to the price identified in the Price Schedule.
- c) During the Warranty Period, Bidder shall enforce the manufacturer's warranty and maintenance obligations relating to the Hardware, Equipment and related Software it provides.
- d) In the event the Bidder's Hardware or Equipment does not satisfy the conditions of performance, the Bidder's obligation is to provide repair at the Bidder's cost and expense, or to provide different equipment, software and services required to attain the performance requirements. Failure by the Bidder to comply with warranty provisions hereof may be deemed by the County as a breach of the Bidder's obligations hereof.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**BAR CODE GUN SCANNERS, INSTALLATION, MAINTENANCE AND SUPPORT**

**3.1 SCOPE OF WORK**

Miami-Dade County Public Works Department warehouse has the need to acquire replacement and upgrade of current DataNet barcode scanners, accessories, required warranties, software, training, maintenance and support that track the warehouse's inventories and yearly physical inventory counts.

**SOFTWARE AND HARDWARE SPECIFICATIONS**

**HARDWARE SPECS:**

Workstations connected to the barcode scanners charging/programming docks must be able to run Microsoft Windows XP SP 2 and be capable of being upgraded to the latest windows OS without barcode scanners replacement/upgrade.

**SPECIFICATIONS FALCON 4420 (BAR CODE SCANNER):**

<u>Display/Tone</u>	<ul style="list-style-type: none"> <li>▪ 3.5" active matrix TFT QVGA display with backlight</li> <li>▪ 320 x 240 pixels, 64K colors</li> <li>▪ 86dBA (at 24" / 61cm) / 100dBA (at 10 cm) (typical) beeper</li> <li>▪ Programmable pitch and duration</li> </ul>
<u>Keyboard</u>	<ul style="list-style-type: none"> <li>▪ 52-Key Full Alphanumeric with Numbers Up (Standard)</li> </ul>
<u>Packaging</u>	<ul style="list-style-type: none"> <li>▪ Industrial Polycarbonate/ABS blend with thermoplastic urethane overmold</li> <li>▪ 9" long x 6" high (approx. at handle) x 3.5" wide (at display)</li> <li>▪ 23.3 oz., depending on options</li> <li>▪ 5 ft. / 1.5 M drop to concrete</li> </ul>
<u>Environment</u>	<ul style="list-style-type: none"> <li>▪ -10° to 50° C, operating</li> <li>▪ -25° to 70° C, storage</li> <li>▪ IP54 rating</li> </ul>

### **SECTION 3** **TECHNICAL SPECIFICATIONS**

#### **Microprocessor / Memory**

- Intel XScale PXA255 ARM @ 400 MHz
- 64 MB or 128 MB SDRAM
- 64 MB or 128 MB Flash

#### **Operating System**

- Windows CE v5.0 or Windows Mobile v5.0

#### **Communications**

- IEEE 802.11 b/g Radio Frequency optional
- WPAN: Bluetooth wireless technology: Class 2 Version 1.2
- USB 1.1 (ActiveSync) & RS232 (ActiveSync and other RS232 protocols)
- Optional dock

#### **Power**

- Rechargeable Lithium Ion battery pack (2000 mAh)

#### **Indicators**

- Good read LED
- Scan LED

#### **Laser Options**

- Standard Laser
- Long-Range Laser
- Advanced Long-Range Laser
- Linear Imager
- 2D Linear Imager

#### **DATABASE COMPATIBILITY:**

The system must comply with the County's database infrastructure standards.

#### **SOFTWARE SPECS:**

### **SECTION 3**

#### **TECHNICAL SPECIFICATIONS**

The Barcode guns must be able to run the Co-log Open software or equal in order to make a seamless interface to our in-house developed Bar Code Inventory Application.

#### **FEATURES CO-LOG SOFTWARE:**

Data collection with industry standard connectivity:	<ul style="list-style-type: none"><li>▪ TCP/IP networking</li><li>▪ 802.11 wireless networking</li><li>▪ TCP/IP and IBM 5250 host interfaces</li></ul>
Supported terminals include:	<ul style="list-style-type: none"><li>▪ Data Net DNT 950, DNT 555, DNT 550, DNT 300, DNT 100, DNT 520, DNT 540, DNT 540R</li><li>▪ Datalogic Falcon 340, 345, 515, 625, CE.NET devices</li><li>▪ Symbol 6800 series, CE.NET devices</li><li>▪ Intelligent Instrumentation LANpoint CE.NET, LANpoint 7, LANpoint Mobile and LANpoint PLUS</li><li>▪ and more DOS and CE.NET compatible devices</li></ul>
Smart terminal software:	<ul style="list-style-type: none"><li>▪ Much data validation can occur at terminals, saving time and bandwidth</li><li>▪ Data collection can continue when server is down or out of range</li><li>▪ The same application can have multiple layouts, tailored to each terminal</li></ul>
Powerful server back-end:	<ul style="list-style-type: none"><li>▪ Integrates with virtually any database</li><li>▪ OLE Automation capabilities allow Co-Log/Open to integrate with a wide range of software, under terminal control</li><li>▪ Can integrate TCP/IP-based terminals with legacy RS-422 terminal networks</li><li>▪ Automatically updates terminals with latest application configuration or software</li></ul>



### **SECTION 3**

#### **TECHNICAL SPECIFICATIONS**

Flexible  
scripting  
language:

- Validate against data stored on the terminal, at the server, in a remote database, or in a host system
- Data can be stored to flat text files, ODBC databases, BTrieve files or a host server
- Affords complete control over data collection flow
- Multiple tasks can be performed within one application
- Allows complete discretion over data sources
- All validation, integration, and other actions are under terminal control
- Supports both real-time and cached data validation
- Applications are extensible and easily modified as needs change

Visual  
application  
design tool:

- Customizable wizards guide application creation
- Point-and-click integration with ODBC and COM
- Application overview tree allows easy navigation of large configurations
- Windows-based Terminal Emulator included for application test and debugging
- No programming required

#### **USER INTERFACE:**

The Bar Code Gun Scanners shall be user friendly and interface to our in-house developed Bar Code Inventory Application.

#### **INSTALLATION:**

The vendor must provide the complete installation of the bar code gun scanners which includes but is not limited to database, client installation, system verification, hardware installation, of any necessary equipment and any other task associated with the success of the project.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**HELP and SUPPORT:**

On-call telephone support Monday through Friday, 8 am to 5pm.

**TRAINING PLAN:**

The training plan should include the following:

- **COST OF TRAINING:** It is the intention that the vendor will be responsible for all initial training of a maximum of **3** County staff necessary to operate the Bar Code Gun Scanners. The entire cost of training should be included as part of the bid proposal.
- **IMPLEMENTATION SCHEDULE:** Vendor will prepare, along with the training schedule, an implementation schedule for the entire project.

**MAINTENANCE:**

At the proposed system components must include information and costs associated with all aspects of on-going product support and maintenance activities for a period up to FIVE (5) years, after the warranty period.

Miami-Dade County expects the proposed vendor to provide on-going support including: help desk, product fixes, product enhancements, and regular product releases based on a defined ongoing maintenance fee. Complete maintenance, support, operational costs and response times for all solution components must be provided.

**SECTION 4**  
**BID SUBMITTAL FORM**

**Submit Bid To:**  
CLERK OF THE BOARD  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street  
13<sup>th</sup> Floor, Suite 1300  
Miami, Florida 33128-1983

**OPENING: 2:00 P.M.**  
**Friday**  
**October 19, 2007**  
**BID NO.: IB8516-5/13**



**BAR CODE GUN SCANNERS, INSTALLATION,**  
**MAINTENANCE AND SUPPORT**

**PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN  
MIAMI-DADE COUNTY, FLORIDA**

**NOTE:** Miami-Dade County is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: Leida  
Altman Carrillo

DPM  
Technical Services  
Division

Date Issued:  
10/5/2007

This Bid Submittal  
Section 4

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other bid provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Purchasing Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**DO NOT WRITE IN THIS SPACE**

ACCEPTED \_\_\_\_\_ HIGHER THAN LOW \_\_\_\_\_

NON-RESPONSIVE \_\_\_\_\_ NON-RESPONSIBLE \_\_\_\_\_

DATE B.C.C. \_\_\_\_\_ NO BID \_\_\_\_\_

ITEM NOS. ACCEPTED  
\_\_\_\_\_

COMMODITY CODE: 205-41

\*\*\*\*\*

\*\*\*\*\*

**FIRM NAME:** \_\_\_\_\_

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE OF  
SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR  
LOCAL PREFERENCE**

**NOTE: FAILURE TO SIGN SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID  
NON-RESPONSIVE**

**SECTION 4**  
**BID SUBMITTAL FORM**

**BAR CODE GUN SCANNERS, INSTALLATION, MAINTENANCE AND**  
**SUPPORT BID PROPOSAL**

ITEM	QTY	DATA NET MODEL #	EQUIVALENT MODEL #	DESCRIPTION	PRICE	TOTAL COST
1	7 ea.	9000-4423C		Data Net or equal barcode scanners operating in batch mode PSC Falcon 4423 ruggedized handheld terminal with standard laser scanner (battery pack included)	\$ ea.	\$
2	3 ea.	9100-4410CDOCK		Single slot charging/programming dock for terminal includes power supply	\$ ea.	\$
3	7 ea.	9100-4410X		Extra Li-ion Battery pack for terminal	\$ ea.	\$
4	7 ea.	9440-0000-15		Co-Log/Open - Operating software for the barcode guns that uses Co-Log Open software or equal (must have license for each scanner)	\$ ea.	\$
5	1 lot	TRAINING		Training & Train the trainer	\$ lot	\$
6	7 ea.	CREDIT		Credit for seven (7) existing Data Net barcode guns P/N # DNT 540-Based data collection system	\$ ea.	\$
7	5 yrs.	Maintenance		Maintenance & Support	\$ yrs.	\$
<b>TOTAL PRICE IN THE AGGREGATE</b>					\$	\$
<b>OPTIONAL SPARE PARTS</b>						
8	3 ea.	9100-1-4410C4		4-Slot battery charger with power supply	\$ ea.	\$

**2.6 METHOD OF AWARD: TO A SINGLE LOWEST PRICED VENDOR IN THE AGGREGATE**

Award of this bid will be made to the responsive, responsible vendor who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer will be rejected. The County will award the total bid to a single vendor.



**SECTION 4**  
**BID SUBMITTAL FORM:**

**BAR CODE GUN SCANNERS, INSTALLATION,**  
**MAINTENANCE AND SUPPORT**

**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS:** COMPLETE PART I OR PART II, WHICHEVER APPLIES

---

**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN  
CONNECTION WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

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**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_



**SECTION 4**  
**BID SUBMITTAL FORM:**

**BAR CODE GUN SCANNERS, INSTALLATION,**  
**MAINTENANCE AND SUPPORT**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to bid with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to bid with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed bid and the nature of the intended bid at the same time as or before submitting a Bid, response, or application of any type to bid with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible bidder.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a bid is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a bid with or receiving funding from the County.

- ☐ **Place a check mark here to affirm compliance with this disclosure requirement.**

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this bid solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.



## SECTION 4

**BID SUBMITTAL FORM:**  
**BAR CODE GUN SCANNERS,**  
**INSTALLATION, MAINTENANCE AND SUPPORT**

- A. If awarded this County bid, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_

And

- B. If awarded this County bid, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_

**LOCAL PREFERENCE CERTIFICATION:** The responding vendor hereby attests, **by checking one of the following blocks**, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

**Firm Name:**

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**Street Address:**

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**Mailing Address (if different):**

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**SECTION 4**  
**BID SUBMITTAL FORM:**

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**BAR CODE GUN SCANNERS,**  
**INSTALLATION, MAINTENANCE AND SUPPORT**

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN No. \_\_/\_\_/\_\_-\_\_/\_/\_/\_/\_/\_/\_/\_/

Prompt Payment Terms: \_\_\_\_\_% \_\_\_\_\_ Days Net \_\_\_\_\_ days

***\*“By signing this document the bidder agrees to all Terms (Please see paragraph 1.2 H of General Terms and Conditions) and Conditions of this Solicitation and the resulting Bid”***

Signature: \_\_\_\_\_  
(Signature of authorized agent)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FAILURE TO SIGN THIS PAGE SHALL RENDER YOUR BID**  
**NON-RESPONSIVE.**





**AFFIDAVITS  
INFORMAL BID**

**BAR CODE GUN SCANNERS,  
INSTALLATION, MAINTENANCE AND  
SUPPORT**

**MIAMI-DADE COUNTY BID AFFIDAVITS****▪ DISABILITY NONDISCRIMINATION AFFIDAVIT  
(Resolution R-385-95)**

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**▪ MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT  
(Ordinance 93-129) See Section 1 (1.3H)**

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

**▪ MIAMI-DADE COUNTY COLLECTION OF TAXES,  
FEES AND PARKING TICKETS AFFIDAVIT  
(Ordinance 95-178) Section 1 (1.3 E)**

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

**▪ AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES  
ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO  
MIAMI-DADE COUNTY (Ordinance 99-162) See Section 1 (1.3 N)**

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

▪ **MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE  
AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)**

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

**BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING  
TO AFFIDAVITS ON PAGES 1 AND 2**

**MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE**

By: \_\_\_\_\_ 20 \_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal

**LIVING WAGE AFFIDAVIT**  
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$9.81 per hour plus health benefits as described in the ordinance, or \$11.23 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: \_\_\_\_\_ 20 \_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_\_/\_\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

**AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT**  
(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)

I, being duly first sworn, hereby state that the bidder of this contract:

- ☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and \_\_\_\_\_ the expiration date of \_\_\_\_\_.
- ☐ had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.
- ☐ had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_

Witness: \_\_\_\_\_ Signature \_\_\_\_\_ By: \_\_\_\_\_ Legal Name and Title \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

By: \_\_\_\_\_

**FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:**

By: \_\_\_\_\_ having the title of \_\_\_\_\_

with \_\_\_\_\_.

☐ a \_\_\_\_\_ corporation      ☐ partnership      ☐ joint venture

**PLEASE NOTE:**

*Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.*

*Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.*

*For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.*

**CODE OF BUSINESS ETHICS**

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: \_\_\_\_\_ 20 \_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal

**In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15**

[illegible]

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Date \_\_\_\_\_

**SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)**

**Firm Name of Prime Contractor/Respondent:** \_\_\_\_\_

**Bid No.:** \_\_\_\_\_ **Title:** \_\_\_\_\_

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

\_\_\_\_\_  
Prime Contractor/Respondent's Signature

\_\_\_\_\_  
Print Name  
(Duplicate if additional space is needed)

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

FORM 100



**MIAMI-DADE COUNTY  
CERTIFICATION OF RECYCLED  
ENVIRONMENTALLY ACCEPTABLE PACKAGING  
PRODUCT CONTENT  
RESOLUTION (R-738-92)**



<b>MINIMUM CERTIFIED CONTENT</b>						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCLABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material

**DEFINITIONS**

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

**“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.**

**“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.**

"Waste Reducing Product" shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	